SECOND AMENDEMENT TO CONTRACT A56-3-03-19

This is an amendment to the contract entered into by and between The Office of the Attorney General (Unclaimed Property Division) (the "State") and CallNet Call Center Services, Inc. (the "Contractor") dated June 5, 2003 (the "Contract").

WHEREAS the volume of calls received by the State from citizens relating to claims for unclaimed property is anticipated to exceed the volume (and therefore the total remuneration) provided for in the Contract, and it is in the State's best interest to amend the Contract to provide for the anticipated increase in the volume of work Contractor will perform.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

Paragraph 2 is amended to provide that the total amount of this action is \$30,000.00. Total remuneration of this Contract shall not exceed \$140,000.25.

Paragraph 3 is deleted in its entirety and replaced with the following: The term of this agreement will be from May 1, 2003 to December 31, 2006.

This Second Amendment shall take effect upon execution by the State.

All other matters previously agreed to and set forth in the Contract and not affected by this Second Amendment shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the duly authorized representative, agent, or officer of the Contractor, that he/she has not, nor has any other employee, representative, agent, or officer of the Contractor, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion, or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Second Amendment, other than that which appears upon the face hereof.

IN WITNESS WHEREOF, Contractor and the State of Indiana have, through their duly authorized representatives, entered into this Second Amendment. The parties having read and understand the foregoing do by their respective signatures dated below hereby agree to the terms thereof.

CallNet Call Center Services, Inc.	Indiana Office of the Attorney General
By: Charles Webb, President	By: Gregory F. Zoeller, Chief Deputy
Date: December 31, 2004	Date: December 31, 2004
APPROVED BY:	
DEPARTMENT OF ADMINISTRATION	STATE BUDGET AGENCY
By: A. Couglas Seidman (for) Earl A. Goode, Commissioner	By: Charles Schalliol, Director (for)
Date: 2/14/05	Date: 2/16/05
APPROVED AS TO FORM AND LEGALITY:	
By: Odnay, Bu (for) Stephen Carter, Attorney General of Indiana	
Date: 2/18/05	